

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.17659 OF 2025

Rohidas Baliram Bagade, Age 62 years,
R/o.8, Uma Kunj, 110 Model Town,
Four Bungalows, Andheri (East), Mumbai.

Petitioner

versus

1. The State of Maharashtra.
2. The Secretary, Housing Department,
Government of Maharashtra.
3. The Chief Executive Officer,
MHADA, Bandra, Mumbai.
4. The Estate Manager, MHADA,
Mumbai.
5. Cinthiya Vijay Suvarna,
Room No.2002, Building No.38,
Gandhi Nagar, Bandra East, Mumbai.

Respondents

Mr.Siddhant Choudhari i/by Mr.Mandar Goswami for Petitioner.

Mr.P.G.Lad with Ms.Sayali Apte for Respondent MHADA.

Adv.Lancy D'souza with Ms.Deepika Agarwal i/by MrV.M.Parkar for Respondent.

Mrs.M.P.Thakur, AGP, for State.

CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

DATE: 22nd January 2026

P.C.

1. This petition under Article 226 of the Constitution of India is filed
praying for the following substantive reliefs :

“(i) That this Hon’ble Court be pleased to issue writ of mandamus and/or any other writ in the nature of mandamus and/or any other appropriate writ, order or direction calling upon the Respondents to produce the papers and proceedings Petitioners Application dated 25.6.2013 and 8.10.2015 for transfer of the plot no.137 admeasuring

30 sq.mtrs situated at Aram Nagar Part-I, Varsova Andheri West, Mumbai for its perusal;

(ii) That this Hon'ble Court be pleased to issue writ of mandamus and/or any other writ in the nature of mandamus and/or any other appropriate writ, order thereby quashing and setting aside the impugned communication dated 13.6.2019 issued by Respondent no.4 to Respondent no.2;

(iii) That this Hon'ble Court be pleased to issue writ of mandamus and/or any other writ in the nature of mandamus and/or any other appropriate writ, order or direction to Respondent no.3 and 4 to transfer the plot no.137 admeasuring 30 sq.mtrs. Situated at Aram Nagar Part-I, Varsova Andheri West, Mumbai in the name of Petitioner."

2. Thus, the Petitioner has challenged the letter/order dated 13.06.2019 (hereinafter referred to as the "impugned communication") issued by Respondent No. 4 to Respondent No. 2 requesting them to not transfer Plot No. 137 admeasuring 30 sq.m. situated at Aram Nagar, Versova, Mumbai (hereinafter referred to as the "said plot") in favour of the Petitioner.

3. Briefly, the facts are as follows :-

Petitioner is a senior citizen and a retired government official. As per directions issued by Respondent nos.3 and 4, Respondent no.5 paid monthly rent and security deposit on 30th June 1999 in respect of the said plot. It is the Petitioner's contention that the aforesaid Respondent no.5 has been in lawful occupation and possession of the said plot since 11th June 1999. Since Respondent no.5 could not construct any house on the said plot, by a registered sale deed dated 20th May 2013 and later confirmed by registered deed of confirmation dated 30th September 2015, the Respondent no.5 transferred and sold the said plot to the

Petitioner for a consideration of Rs.5,00,000/- (Rs.Five Lakh only). On 25th June 2013 the Petitioner filed an application to Respondent nos.3 and 4 for effecting transfer/regularisation of the said plot in his name. On 19th August 2013 Respondent no.4 issued a letter to Respondent no.5 informing that the Petitioner had filed an application for transfer of said plot and therefore called upon the Respondent no.5 to submit her say within a period of seven days from the date of receipt of said letter, failing which it was informed that the said plot would be transferred in the name of the Petitioner.

4. On 20th September 2013 the Petitioner received a letter from Superintendent of Police, Vigilance Department calling upon the Petitioner to remain present for the inquiry in respect of the said plot. Petitioner again on 8th October 2015 applied to Respondent no.3 for transfer/regularisation of the said plot and further since the Petitioner did not receive any response to his letters addressed in 2015, he addressed another letter dated 7th December 2017 to Respondent no.3 to check the status of his transfer/regularisation.

5. On account of persistent follow up by the Petitioner, Respondent no.4 addressed a letter dated 20th December 2017 to the Petitioner informing that said plot could not be transferred in the name of any other person as per clause(9) of the allotment letter issued to earlier allottee i.e. Respondent no.5 and hence Petitioner's application for transfer of the said plot was rejected.

6. Consequent to the aforesaid rejection, the Petitioner addressed letters dated 25th October 2018 and 3rd April 2019 to Respondent nos.3 and 2 respectively

requesting them to reconsider their decision of rejection of the Petitioner's application for transfer/regularisation of the said plot in the Petitioner's name.

7. Some time in 2019 the Petitioner was informed that since the allotment of the said plot was issued by Respondent no.2 i.e. the State, the said allotment also needs to be cancelled by the State. Further Respondent no.4 by way of the impugned communication addressed to Respondent no.2 informed that the said plot could not be transferred to the Petitioner inasmuch as the same was allotted to Respondent no.5, as a special case under 2% quota of Hon'ble Chief Minister under the category of 'grave need of land' and the same was on lease. The said allotment was subject to certain conditions and the said conditions could not be breached by Respondent no.5 and therefore by selling the land to the Petitioner and hence transfer/regularisation of the said plot could not be made to the Petitioner. The conditions of allotment are enumerated below (English translation of Marathi document):

1. Condition No.1 : This plot is allotted on lease.

2. Condition No.6 : This plot should be utilized for residential purpose for you and for the eligible persons in your family.

3. Condition No.9 : This plot cannot be transferred to the names of other persons.

8. Thus, in the backdrop of the above facts, we have heard learned counsel for the parties. Learned counsel for the Petitioner has reiterated the contentions made by him in the Petition and prayed for the reliefs as sought in the Petition namely the transfer of plot in question in the name of Petitioner. He has sought to

place reliance on agreement dated 28th May 2013 and subsequent confirmation deed dated 30th September 2015 entered into between Respondent no.5 and the Petitioner. The said agreement shows the consideration for the sale of the said plot at a meager amount of Rs.5,00,000/-. He has, however, contended that considering that this agreement has been entered into between the Petitioner and Respondent no.5, the transfer/regularisation of the said plot in the name of Petitioner, would be a logical corollary and the Respondents by rejecting the aforesaid transfer/regularisation application have acted in an arbitrary manner. He has further contended that rejection of the transfer/regularisation is contrary to the policy decision dated 30th November 2011, which provided for transfer of 2% quota plots. He, therefore, submitted that the reliefs as prayed for in the petition be granted and the impugned communication dated 13th Jun 2019 be quashed and set aside.

9. Mr.Lad appearing on behalf of Respondent nos.3 and 4 MHADA has vehemently opposed the aforesaid petition and contended that the very basis on which the Petitioner seeks transfer/regularisation of the plot, is illegal and bad in law. He drew the attention of the Court once again to the impugned communication dated 13th June 2019 and submitted that considering that the plot was allotted to Respondent no.5 on lease and specifically on certain conditions, one crucial condition being that the said plot could not be transferred to other persons, the subsequent transfer of said plot in the name of Petitioner was not valid. He specifically contended that this being a crucial condition, Respondent no.5 could not transfer said plot to any other person, and hence the sale deed dated 28th May

2013 and the subsequent deed of confirmation dated 30th September 2015 entered into by the Petitioner with Respondent no.5 did not hold good in the eyes of law. Therefore, it is his submission that the impugned communication dated 13th June 2019 was rightly issued by Respondent no.4 to Respondent no.2.

10. We have heard the rival contentions and perused the records. We are in agreement with the contentions as canvassed by learned counsel Mr.Lad on behalf of Respondent nos.3 and 4 that the said transfer/regularisation of plot in the name of Petitioner could not be made considering that he was not entitled for the same. We are also in agreement with the submissions made by Mr.Lad that since the conditions on which the said plot was allotted to Respondent no.5 have been flouted by Respondent no.5 and also that one of the crucial condition of the said allotment that further transfer cannot be made, the Petitioner was not entitled for any transfer/regularisation of the said plot in his name. We are also of the view that the agreement dated 28th May 2013 and the deed of confirmation dated 30th September 2015 entered into between the Petitioner and Respondent no.5 have a meager consideration of Rs.5,00,000/- and, therefore, the said agreements also lack any substance. Further the same have entered into in breach of the conditions of allotment made in the name of Respondent no.5. At no cost can Respondent no.5 who was the allottee of the said plot on lease under 2% quota for 'grave need of land' of Hon'ble Chief Minister, transfer the said plot in the name of Petitioner and on the strength of the aforesaid agreements the Petitioner cannot assert any rights in respect of the said plot. We are of the view that this is an extremely frivolous litigation that the Petitioner intends to pursue before this Court and the same does

not merit any substance. We could have, in other circumstances, imposed heavy costs on this kind of frivolous litigation that has been filed before this Court, however, considering that the Petitioner is a senior citizen, we do not deem it fit to impose the cost.

11. In view of the aforesaid discussion and findings, we do not consider this case as a fit case to interfere under Article 226 of the Constitution of India. The writ petition, therefore, stands dismissed. No costs.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)